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10 **UNITED STATES DISTRICT COURT**  
11 **CENTRAL DISTRICT OF CALIFORNIA**  
12 **WESTERN DIVISION**  
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14 ADOBE SYSTEMS INCORPORATED,  
et al.,

15 Plaintiff,

16 v.

17 DAVID FAR, et al.,

18 Defendants.  
19

Case No.: 2:15-cv-06192 AB (AJWx)

**~~[PROPOSED]~~**  
**PERMANENT INJUNCTION**  
**AGAINST DEFENDANTS**  
**NAZANIN ARAN AND DAVID**  
**FAR AND DISMISSAL OF**  
**ENTIRE ACTION, WITH**  
**PREJUDICE**

**Honorable Judge André Birotte Jr.**

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21 The Court, pursuant to the Stipulation for Entry of Permanent Injunction and  
22 Dismissal between Plaintiff Adobe Systems Incorporated (“Plaintiff”), on the one  
23 hand, and Defendants Nazanin Aran and David Far (“Defendants”), on the other  
24 hand, hereby ORDERS, ADJUDICATES and DECREES that a permanent  
25 injunction shall be and hereby is entered against Defendants as follows:

26 1. **PERMANENT INJUNCTION.** Defendants are hereby restrained  
27 and enjoined from engaging in, directly or indirectly, any of the following  
28 activities in the United States and throughout the world:

1 (i) copying, cloning, downloading, importing, exporting,  
 2 marketing, displaying, purchasing, selling, offering for sale, reproducing,  
 3 acquiring, transferring, brokering, consigning, storing, shipping, licensing,  
 4 developing, delivering, distributing and/or dealing in any product or service that  
 5 uses, or otherwise makes any use of, references or relates to Plaintiff or any of  
 6 Plaintiff's registered trademarks and copyrights, including but not limited to the  
 7 **ADOBE** (USPTO, Reg. No. 1,475,793); **ADOBE PHOTOSHOP** (USPTO, Reg.  
 8 No. 1,651,380); **ADOBE PREMIERE** (USPTO, Reg. No. 1,769,184);  
 9 **PHOTOSHOP** (USPTO, Reg. No. 1,850,242); **A ADOBE** (design mark)  
 10 (USPTO, Reg. No. 1,901,149); **A** (design mark) (USPTO, Reg. No. 2,081,343);  
 11 **Photoshop** (USPTO, Reg. No. 2,920,764); **ADOBE ILLUSTRATOR** (USPTO,  
 12 Reg. No. 1,479,408); **FIREWORKS** (USPTO, Reg. No. 2,043,911); **AFTER**  
 13 **EFFECTS** (USPTO, Reg. No. 1,970,781); **ILLUSTRATOR** (USPTO, Reg. No.  
 14 2,060,488); **DREAMWEAVER** (USPTO, Reg. No. 2,294,926); **FLASH** (USPTO,  
 15 Reg. No. 2,855,434); **INDESIGN** (USPTO, Reg. No. 2,439,079); **FLASH**  
 16 **BUILDER** (USPTO, Reg. No. 3,857,720); **ADOBE ENCORE** (USPTO, Reg. No.  
 17 2,916,709); **ENCORE** (USPTO, Reg. No. 2,949,766); **ADOBE AUDITION**  
 18 (USPTO, Reg. No. 2,861,671); **CREATIVE SUITE** (USPTO, Reg. No.  
 19 3,111,341); **PRELUDE** (USPTO, Reg. No. 4,262,546); **SPEEDGRADE** (USPTO,  
 20 Reg. No. 4,142,777); and **ACROBAT** (USPTO Reg. Nos. 1,833,219 and  
 21 1,852,943) registered marks ("Adobe's Trademarks"), *Adobe Creative Suite 6*  
 22 *Master Collection*. (Reg. No. TX0007568685) registered work ("Adobe's  
 23 Copyrights"), and/or any intellectual property that references or relates to Plaintiff  
 24 or any of Adobe's Trademarks and Adobe's Copyrights (collectively, "Adobe's  
 25 Trademarks and Copyrights") except where the above actions are performed in  
 26 accordance with the use and terms of validly licensed and registered Adobe  
 27 software;  
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(ii) using Adobe's Trademarks and Copyrights, in commerce, whether such use is as, on, in or in connection with any trademark, service mark, trade name, logo, design, Internet use, website, domain name, metatags, advertising, promotions, solicitations, commercial exploitation, television, web-based or any other program, or any product or service, or otherwise except where the above actions are performed in accordance with the use and terms of validly licensed and registered Adobe software;

(iii) copying or downloading, other than for personal or business use of a validly licensed and registered software, any of Plaintiff's ADOBE®-branded software programs bearing and/or comprised of Adobe's Trademarks and Copyrights;

(iv) using any Internet domain name or website that unlawfully includes any of Adobe's Trademarks and Copyrights.

2. This Permanent Injunction shall be deemed to have been served upon Defendants at the time of its execution by the Court.

3. The Court finds there is no just reason for delay in entering this Permanent Injunction against Defendants, and, pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs immediate entry of this Permanent Injunction against Defendants.

4. **NO APPEALS AND CONTINUING JURISDICTION.** No appeals shall be taken from this Permanent Injunction against Defendants, and Plaintiff and Defendants waive all rights to appeal. This Court expressly retains jurisdiction over this matter to enforce the settlement agreement that precipitated this Stipulation and the terms of this Permanent Injunction by Defendants.

5. **NO FEES AND COSTS.** Each party shall bear its own attorneys' fees and costs incurred in this matter.

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1           6.     **DISMISSAL OF THE ACTION.** The Court hereby dismisses the  
2 action in its entirety, with prejudice, upon entry of this Permanent Injunction  
3 against Defendants.  
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5           IT IS SO ORDERED, ADJUDICATED and DECREED this 10th day of  
6 August, 2016.

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10 HON. ANDRÉ BIROTTE JR.  
11 United States District Judge  
12 Central District of California  
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